

AGREEMENT BETWEEN

Washington Township

THE TOWNSHIP OF WASHINGTON

AND

THE POLICEMEN'S BENEVOLENT

ASSOCIATION, Local 318

OF NEW JERSEY,
TOWNSHIP OF WASHINGTON,
GLOUCESTER COUNTY
LOCAL # 318

FOR THE PERIOD FROM
JANUARY 1, 1986

X TO
DECEMBER 31, 1988



TABLE OF CONTENTS

ARTICLES	PAGE
PREAMBLE.....	1
ARTICLE I - RECOGNITION	1
ARTICLE II - MAINTENANCE OF STANDARDS	1
ARTICLE III - RETIREMENT	1
ARTICLE IV - LEAVE OF ABSENCE AND OTHER LEAVES	2
ARTICLE V - HOLIDAYS	3
ARTICLE VI - HOURS OF WORK	3
ARTICLE VII - GRIEVANCE PROCEDURE	4
ARTICLE VIII - ATTENDANCE AT SCHOOLS	6
ARTICLE IX - REIMBURSEMENT FOR EXPENSES	7
ARTICLE X - CLOTHING	7
ARTICLE XI - EQUIPMENT	8
ARTICLE XII - COURT TIME	8
ARTICLE XIII - OVERTIME PAY	9
ARTICLE XIV - RETENTION OF BENEFITS	9
ARTICLE XV - VACATIONS	9
ARTICLE XVI - SALARIES	10
ARTICLE XVII - HEALTH AND INSURANCE BENEFITS	11
ARTICLE XVIII - SEVERABILITY	11
ARTICLE XIX - RECALL TO DUTY	12
ARTICLE XX - PROMOTIONAL PROCEDURES	12
ARTICLE XXI - SERVICE RECORDS	12
ARTICLE XXII - REPRESENTATION FEES	12
ARTICLE XXIII - TERM OF THE CONTRACT	13
SIGNATURES	13

PREAMBLE

THIS AGREEMENT, made and entered into in Washington Township, New Jersey, this 27th day of November, 1985, between the TOWNSHIP OF WASHINGTON, in the County of Gloucester, herein-after referred to as "township" or "employer", and THE POLICEMEN'S BENEVOLENT ASSOCIATION OF NEW JERSEY, WASHINGTON TOWNSHIP, GLOUCESTER COUNTY, LOCAL #318, INC., herein-after referred to as the "PBA."

WITNESSETH:

WHEREAS, it is in the interest and purpose of the parties hereto to promote and improve the labor relations of the Washington Township Police Department; and

WHEREAS, the well-being of Employees and the efficient administration of the Washington Township Police Department are benefited by providing Employees the right to negotiate with respect to the conditions of their employment; and

WHEREAS, effective labor-management relations within the Police Department depend upon a clear statement of the contractual rights of Employees;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
RECOGNITION

Section 1

The Township hereby recognizes the PBA as the sole and exclusive representative of all members of the Washington Township Police Department, excluding the Chief of Police, Deputy Chief of Police, captains and lieutenants, for the purpose of collective negotiations with respect to the terms and conditions of employment.

Section 2

During negotiations for the renewal of this contract or for the execution of a new contract, authorized representatives of the PBA shall be excused from the normal duties for such period of negotiations provided that there shall be no more than two (2) representatives so excused at any one time.

ARTICLE II
MAINTENANCE OF STANDARDS

Section 1

The rights of both Township and the Employees shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

Section 2

Employees shall retain all civil rights under the New Jersey State and Federal Law.

ARTICLE III
RETIREMENT

Section 1

Employees shall retain all pension rights as police officers under New Jersey Statute and Township Ordinance.

Section 2

Employees retiring on either regular or disability pension shall be paid for all accumulated holidays and vacations; said payments computed at the rate of pay based upon the base annual compensation due and owing during the last year of his employment prior to the effective date of retirement.

Section 3

Employees retiring on either age and service or disability pension shall be paid in equal increments at their normal base pay until the total amount due is exhausted as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited to him on the effective date of his retirement. The supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (1/2) of the daily rate of pay for each day earned and unused accumulated sick leave, based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement.

Section 4

The Township agrees to maintain coverage of medical plans of a retiring Employee in good standing either on pension or medical disability.

SECTION 5

Upon an Employee's death, all benefits earned herein shall be paid to his beneficiary(ies) as designated in his pension insurance policy.

ARTICLE IV

LEAVE OF ABSENCE AND OTHER LEAVES

Section 1: Military Leave

Where any Employee is a member of the National Guard unit or any reserve unit, or the Armed Forces of the United States, and is required to engage in field training or to attend weekly drill meetings, he shall be granted a military leave of absence with full pay for the period of such training or meeting. Such paid leave of absence shall not affect his vacation. During the period of training, Employer shall pay the Employee his pay in accordance with and to the extent required by law. Should it be necessary, it shall be the obligation of the Employee to supply proper certification of the amount actually received.

Section 2: Leave Because of Death

In the case of death of a member of the Employee's family, time off necessary to arrange for the funeral and attend the services up to a maximum of three (3) days with pay at the established annual salary shall be granted to him. Immediate family shall be defined to mean members of the household, father, mother, grandmother, grandfather, sister, brother, father-in-law, mother-in-law, sister-in-law and brother-in-law. In the case of the death of any other member of the Employee's family, one (1) day shall be granted to him. Notwithstanding any provision of this article, special funeral leave with pay shall be granted for a period of ten (10) days due to the death of an Employee's spouse, son or daughter.

Section 3: Sick Leave

Employees shall be granted one and one-fourth (1 1/4) days per month of paid sick leave per year. Sick leave shall accumulate during each year of tenure up to one-hundred sixty-five (165) days. Sick leave shall increase each year of the contract, usable from January first.

EFFECTIVE JANUARY 1, 1986, ALL ANNUAL ACCUMULATED SICK LEAVE SHALL BE ELIGIBLE FOR "BUY-BACK" BY EMPLOYEES ON A DAY-FOR-DAY BASIS. BUY BACK SHALL BE BASED ON THE PREVIOUS YEAR'S EARNED AND UNUSED SICK TIME. EMPLOYEES SHALL RECEIVE ONE DAY'S COMPENSATION FOR EACH UNUSED

SICK DAY HE WISHES TO CASH IN. (EXAMPLE: 1985 SICK TIME PURCHASABLE IN 1986). PAYMENT SHALL BE RECEIVED WITH THE FIRST PAY FOLLOWING THE TOWNSHIP BUDGET'S FINAL APPROVAL.

Section 4: Use of Sick Leave

Sick leave may be used by an Employee for personal illness and illness of a member of his family which requires his attendance upon the person who is ill. A physician's certificate must be filed with the Chief of Police if Employee's illness causes an absence for more than three (3) days.

An Officer may be excused from duty for illness by his Supervisor. HE WILL BE CHARGED AN HOUR SICK LEAVE FOR EACH HOUR OF SICK LEAVE TAKEN.

ARTICLE V
HOLIDAYS

Section 1: Designation of Days

The following shall be considered paid holidays for which eligible Employees shall receive one (1) day's compensation: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday following Thanksgiving Day, and Christmas Day. He shall receive on or about the first day of November of each year, one (1) day's pay for each day so designated, regardless of the fact that the day may have fallen on a scheduled day off. Each Employee shall receive an extra one-half (1/2) day's pay for each holiday actually worked during the year. This shall be included with the holiday pay in November.

Section 2: Declaration of Holidays

If a holiday is declared by the President of the United States, or Governor of the State of New Jersey, Employees shall be entitled to such holidays in addition to all other holidays previously established, and paid as provided herein.

Section 3: Personal Holidays

Each Employee shall be entitled to two (2) personal holidays for personal business such as, but not limited to, emergencies, religious holidays and other items relating to personal affairs. At least four (4) hours notice shall be given by the Employee for personal day use, as in an emergency.

Section 4: Unscheduled Building Closure

Each Employee remaining on duty during an unscheduled closing of the building shall receive pay at one and one-half (1 1/2) times his hourly rate for the hours only during the closure. This compensation shall pertain only to the Employees actually working during the closure.

ARTICLE VI
HOURS OF WORK

Section 1

The regularly scheduled work week for all personnel working a rotating-shift schedule shall be an eight (8) consecutive hour shift, five (5) consecutive days per week. Any schedule change shall be made only with ten (10) days advance written notice except for a declared emergency situation in accordance with N.J.S.A. Title 40A. The week will be construed to begin on the first day of the five (5) day

period. All officers working this shift schedule will be required to report for duty fifteen (15) minutes prior to the start of each shift for the purpose of attending a shift briefing session.

The work week shall be five (5) consecutive days of work with three (3) consecutive days off, five (5) consecutive days of work with three (3) consecutive days off and five (5) consecutive days of work with four (4) consecutive days off. The period of work which is followed with four (4) days off will actually be five (5) duty days followed by an assigned day, and three (3) consecutive days off. There will be eight (8) assigned days per year, one (1) per month for each of the following months: January, February, March, April, September, October, November, December. There will be no additional compensation for the hours worked during the assigned day.

For the purpose of computing overtime, all hours worked in excess of eight (8) hours in one day shall be compensated at a rate of one and one-half (1 1/2) times the officer's base hourly rate of pay. The hourly rate for the entire Police Department shall be computed on 1,872 hours-per-year, divided into the Employee's base yearly salary. Overtime shall not be claimed until at least fifteen (15) minutes have passed beyond the eight (8) hours of work. Minimum overtime to be claimed will be one-half (1/2) hour.

All personnel not working a rotating shift schedule shall be excluded from this Article. Overtime shall be as per Article XIII, Section 1.

The officer's shift will not be changed prior to a ten (10) day written, posted notification except for emergencies in accordance with N.J.S.A. Title 40A. A complete shift change will be once per year and written and posted at least twenty (20) days prior to effectuation except for emergencies. In accordance with N.J.S.A. Title 40A it is expressly understood that the determination of emergencies shall be the sole election of the Chief of Police.

ARTICLE VII GRIEVANCE PROCEDURE

The purpose of this article is to settle all grievances between the Township and the members of the PBA as quickly as possible so as to insure efficiency and to promote Employee morale. A grievance is defined as any argument or dispute between the Township and the PBA involving the application, interpretation or alleged violation of this Agreement. Any grievance must be presented within ten (10) working days after the aggrieved person knew of the event or events upon which the claim is based or else such grievance is deemed waived. A grievance shall be processed as follows:

STEP A

The PBA representative, the aggrieved party(s) and the Chief of Police or his designee shall, within five (5) working days of said filing, meet and attempt to settle the matter. If a settlement is not reached, the PBA shall furnish a written statement of the grievance to the Chief on a form provided by the Township. The Chief or his designee and the PBA representative shall each file a written report of their findings of fact, conclusions and recommendations in addition to said written statement, with the Director of LAW ENFORCEMENT, within five (5) working days of their meeting.

IF THE POSITION OF DIRECTOR OF LAW ENFORCEMENT IS HELD BY THE

CHIEF OF POLICE THEN STEP B SHALL BE SKIPPED AND A GRIEVANCE SHALL THEN PROCEED FROM STEP A TO STEP C.

STEP B

The Director of LAW ENFORCEMENT shall conduct a hearing no later than five (5) working days from the receipt of said findings, conclusions and recommendations. Prior written notification for said meeting shall be given to all interested parties. Present for said hearing shall be the Chief of Police, the PBA representative and interested persons. The Director shall make all reasonable attempts to reach a settlement satisfactory to all parties. If the Director is not able to obtain an amicable settlement at this time he shall within five (5) working days, render a written decision resolving the dispute and serve same upon the respective parties.

If the aggrieved party(s) or the PBA object to the Director's decision, he (they) shall, within five (5) working days of receipt of the Director's written decision, request a hearing with the BUSINESS ADMINISTRATOR. THIS hearing shall occur within FIFTEEN (15) days of receipt of said request. Interested parties shall be furnished with advance written notice of the scheduled hearing date.

STEP C

UPON COMPLIANCE WITH THE REQUIREMENTS OF STEP B ABOVE (OR STEP A AS APPLICABLE), THE BUSINESS ADMINISTRATOR SHALL CONDUCT A HEARING PRESENT AT WHICH SHALL BE INTERESTED PARTIES, THE DIRECTOR OF LAW ENFORCEMENT, THE CHIEF OF POLICE AND THE PBA REPRESENTATIVE. THE ADMINISTRATOR SHALL MAKE ALL REASONABLE ATTEMPTS TO REACH A SETTLEMENT SATISFACTORY TO ALL PARTIES. IF AN AMICABLE SETTLEMENT IS NOT ACHIEVED THE ADMINISTRATOR SHALL, WITHIN TEN (10) WORKING DAYS, RENDER A WRITTEN DECISION RESOLVING SAID DISPUTE AND SERVE SAME UPON THE RESPECTIVE PARTIES.

IF THE AGGRIEVED PARTY(S) OR THE PBA DISAGREE WITH, OR OBJECT TO THE DECISION OF THE ADMINISTRATOR, HE (THEY) SHALL, WITHIN FIVE (5) WORKING DAYS OF RECEIPT OF THE ADMINISTRATOR'S WRITTEN DECISION, REQUEST A HEARING WITH THE MAYOR. THIS HEARING SHALL OCCUR WITHIN FIFTEEN (15) DAYS OF RECEIPT OF SAID REQUEST. INTERESTED PARTIES SHALL BE FURNISHED WITH ADVANCED WRITTEN NOTICE OF THE SCHEDULED HEARING DATE.

STEP D

UPON COMPLIANCE WITH THE REQUIREMENTS OF STEP C ABOVE, THE MAYOR SHALL SCHEDULE A HEARING, PRESENT AT WHICH SHALL BE ALL OF THOSE REQUIRED IN STEP C, THE ADMINISTRATOR, AND THE MAYOR. THE MAYOR MAY DESIGNATE ANOTHER PERSON AS HEARING OFFICER, BUT MUST BE PRESENT AND REMAIN THE FINAL DECIDING AUTHORITY. THE MAYOR SHALL MAKE ALL REASONABLE ATTEMPTS TO REACH A SETTLEMENT SATISFACTORY TO ALL PARTIES. IF AN AMICABLE SETTLEMENT IS NOT ACHIEVED, THE MAYOR SHALL, WITHIN TEN (10) DAYS, RENDER A WRITTEN DECISION RESOLVING SAID DISPUTE AND SERVE SAME UPON RESPECTIVE PARTIES.

ARBITRATION

IF THE AGGRIEVED PARTY(S) OR THE PBA DISAGREE WITH, OR OBJECT TO THE DECISION OF THE MAYOR, HE (THEY) MAY, WITHIN TWENTY (20) WORKING DAYS OF RECEIPT OF THE MAYOR'S WRITTEN DECISION, FILE FOR BINDING ARBITRATION. Said request for arbitration may also be filed for by

the Township. The filing party shall serve written notice of same with the other parties. Only grievances related to the interpretation and application of the specific provisions of this Agreement shall be arbitrable. No other issues may be submitted to the arbitrator.

The parties shall immediately attempt to mutually agree upon an impartial arbitrator. Should the parties fail to agree, they shall obtain the services of the American Arbitration Association, the State Board of Mediation or the Public Employment Relations Commission and shall be bound by their rules and regulations. The cost of the arbitrator shall be shared equally by the Township and the PBA. The decision of the arbitrator shall be final and binding upon both parties.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The arbitrator shall be further bound by the laws of the State of New Jersey and the United States and decisions of the Courts of the State of New Jersey and the United States, where applicable.

The arbitrator shall not add to, modify, detract from or alter in any way, the provisions of this Agreement. In rendering his written decision, the arbitrator shall indicate his findings of fact and reason for his decision.

Note: If an amicable settlement of the dispute is reached upon mutual agreement if the parties in any of the above steps, said agreement shall be reduced to writing and signed by the respective parties.

ARTICLE VIII

ATTENDANCE AT SCHOOLS

Section 1: Police Academy and Technical Schools

Any Employee attending a Police Academy or other Police Training Academy recognized by the New Jersey Police Training Commission with the permission of the Chief of the Department shall be compensated straight time pay to complete the course.

Section 2: College Attendance

For the purpose of attending college in respect to police related subjects or degrees, the officer shall be granted a maximum of six (6) hours per shift cycle while on duty without loss of time or pay. This agreement is only if the officer is on a swing-shift schedule. In the event the officer is on a steady shift schedule, this privilege shall not be granted. During the time the officer is attending classes, the police vehicle can be used as his mode of travel, with only one (1) vehicle being used for this purpose per shift. Limited area is Glassboro State, Gloucester County College and Camden County College for use of the Patrol Vehicle.

PROVISION TO ABOVE: A minimum of three (3) officers shall remain on patrol duty during college attendance leave.

Section 3: Degree Compensation

Any member hired prior to 1 November 1983 and having credits in the field of Police Science or any police related field shall be compensated at the rate of \$13.00 for each credit hour of study completed to date. This compensation shall be above and in addition to the Employee's annual salary.

Any Member hired after 1 November 1983 shall be paid a maximum of sixty (60) credits provided they have earned a Bachelor's Degree

in the accepted fields listed above. Determination of compensation shall be made by the mutual agreement of the Chief of Police and a PBA representative. Section 4: Dates of Payment

Payments made pursuant to the above section shall be made semi-annually in the first pay in June and in the first pay in November.

ARTICLE IX
REIMBURSEMENT FOR EXPENSES

Section 1: Meals

Meals shall be paid for by the Township when approved by the Chief in connection with an assignment. Reimbursement for meals shall include an additional payment of fifteen (15) percent of the amount presented for tip reimbursement.

Section 2: Mileage

Mileage on a personal vehicle shall be reimbursed at the rate of fifteen \$.15 per mile if the Department determines that such transportation or use of a personal vehicle is necessary and does not provide transportation or a Township vehicle. Such mileage shall be computed from the Township Police Headquarters and returning to same as approved by the Chief.

Section 3: Legal Expenses

If an Employee is charged with a violation of the law as the result of acts committed by him while on duty, the Township shall reimburse the Employee for the services of the attorney selected by the Employee to represent him provided that the Township payment for such legal fees shall be the median attorney rates appropriate to Gloucester County. Said payment is conditioned upon the Employee being found not guilty. Employer shall also pay such other legal fees as provided by statute.

Section 4: Indemnification

The Township shall indemnify where legal to do so and hold the officer harmless from all liability for all acts committed while on duty when such acts are not willful, malicious, or the result of drunkenness voluntarily induced by the Employee.

Section 5: Reimbursement

Reimbursement for all these actions as provided in this Article will be made at the first pay in the following calendar month provided that all the expenses provided in this article are presented no later than five (5) days prior to the month preceding payment.

ARTICLE X
CLOTHING

Section 1:

Each Employee shall receive an allowance of \$500.00 for the maintenance of clothing to be paid the first week of each quarter.

Section 2:

The Township shall make an initial issue of clothing which shall include at the minimum, but not limited to the following items: six (6) shirts, one (1) pair of galoshes (or rubber overshoes), three (3) pairs of pants, one (1) pair of shoes, one (1) overcoat, two (2) badges, one (1) raincoat, two (2) clip on ties, two (2) name plates, and six (6) sets of insignia of rank and office.

Section 3:

The Township shall purchase and issue fifty (50) rounds of

ammunition every year for each Employee.

Section 4:

The Township shall purchase and issue reloaded ammunition for two (2) qualifications per year.

Section 5:

Clothing, equipment, hardware items such as handguns, holsters, belts and straps, handcuffs, nightsticks, etc., shall be supplied by the Township for replacement with the approval of the Lieutenant, Chief or other specified authority. Replacement of the above items shall be limited to \$500.00 per year unless waived by the Chief of Police.

Section 6:

The Township agrees not to change the basic uniform or any portion thereof currently utilized by Employees without providing the necessary sums for the purchase of such new items in addition to the clothing allowance and cleaning issue provided for by this contract.

Section 7:

Clothing shall be purchased by each officer through a voucher to the uniform company of his choosing. The uniform will be in compliance with uniform specifications of the Police Department (See Appendix 1). All items purchased will be delivered by the uniform company, or presented by the officer, to the office of the Chief of Police for the purpose of verification and recording said purchases.

Section 8:

The PLAIN CLOTHES OFFICERS' clothing allowance shall be \$500.00 per year AND PAID BY MARCH 15TH. RECEIPTS FOR CLOTHING WILL BE TURNED INTO THE OFFICE OF THE CHIEF OF POLICE NO LATER THAN NOVEMBER 15TH.

ARTICLE XI
EQUIPMENT

No Employee shall be required to perform without being furnished proper equipment. The Township agrees to conform to all manufacturing dealing with warranty and maintenance requirements with regard to equipment except in emergency situations. The Township also agrees that it will immediately attempt to effect repairs to police vehicles so as to prevent injury of loss of life due to faulty equipment.

ARTICLE XII
COURT TIME

Section 1

Officers attending court on their off-duty time which arises out of a police function shall be compensated <DELETE:"at the rate of \$35.00 per appearance."> ON AN HOUR-FOR-HOUR BASIS, PORTAL-TO-PORTAL, FOR TIME ACTUALLY SPENT. THERE SHALL BE A MINIMUM OF ONE (1) HOUR'S COMPENSATION. (EFFECTIVE 1-1-1986).

Section 2

Officers shall be compensated at the rate of \$15.00 for each stand-by subpoena effective when off-duty.

Section 3

Only one platoon will be scheduled for each municipal court night date.

ARTICLE XIII

OVERTIME PAY

Section 1: Rate of Pay

Overtime shall be paid to all Employees at one and one-half (1-1/2) times the regular hourly rate. Overtime shall be paid after eight (8) hours in one day and forty (40) hours per seven (7) day week. All personnel referred to in Article VI to be excluded from this section.

Section 2: Payment

It shall be the obligation of the senior officer of the shift to notify the Lieutenant, or other authorized person of all assigned and or authorized overtime worked as soon as possible.

Section 3: PLAIN CLOTHES OFFICER'S Rate

The overtime rate of pay for the PLAIN CLOTHES members of the Department shall be computed as described in Article VI, Section 1. Hourly rate shall be based on 1872 hours per year.

ARTICLE XIV

RETENTION OF BENEFITS

The Township agrees that all lawful benefits and terms and conditions of employment existing at the commencement of this Agreement shall be continued in effect in accordance with New Jersey Law.

ARTICLE XV

VACATIONS

Section 1: Earned Vacations

All Employees of the Police Department shall be entitled to vacation based upon the length of time employed as hereinafter provided.

Section 2: Number of Days

- Completed one year of service.....10 days
(five days usable after six months)
- Completed five years of service.....15 days
- Completed ten years of service.....20 days
- Completed twenty years of service.....25 days

Section 3: Pay During Vacations

All vacations shall be granted at annual salary rates.

Section 4: SCHEDULING VACATION LEAVE

Annual vacation leave shall be granted in accordance with the following procedure:

A. From January 1st through 31st each year, vacation leave for the calendar year shall be scheduled upon request with priority given to departmental seniority.

B. On or after February 1st of each year, the annual vacation leave shall be granted upon request with priority given to the order in which said requests are received.

C. Employees electing to utilize individual vacation leave days shall do so in the following manner:

1. All vacation leave days may be utilized as individual days off if the Employee so elects. However, Employees who have earned ten (10) or fifteen (15) vacation leave days may pre-schedule and secure no more than five (5) of their individual leave days during January.

Employees who have earned twenty (20) or twenty-five (25) vacation leave days may pre-schedule and secure no more than ten (10) of their

individual leave days during January. All other individual vacation leave day requests shall be submitted not more than thirty (30) days prior to the requested day(s) off.

2. On or after February 1st, complete "block-weeks" of vacation leave requested for use during the months of May, June, July and August, shall have priority over individual vacation leave days when both are submitted and received at the same time for coincidental leave days off.

D. The maximum number of Employees in a unit who may utilize vacation leave at the same time is two (2) per shift.

E. Vacation leave must be utilized within the year earned with the following exceptions:

1. Employees may utilize a complete "block-week" of vacation leave during their last scheduled work-week of a particular calendar year, even though it may begin in one calendar year and end in the next, with the leave being charged to the previous year's account.

2. Employees unable to utilize vacation leave within a given calendar year due to an extended illness or injury, or, when deferred by the Township for any reason, shall be eligible to utilize said leave within the following calendar year.

F. Employees on regular days off shall be recalled to duty before those on vacation or other special leave days off except in extreme emergency in accordance with N.J.S.A. Title 40A.

G. There will be no deadline by which vacation leave must be submitted. However, it is the obligation of the Employee to schedule and utilize vacation leave in accordance with this Article.

ARTICLE XVI
SALARIES

Section 1

Paydays will continue as they are currently constituted under the present system.

Section 2

Base salary for the purpose of this Agreement shall be the highest salary that an Employee is duly authorized to receive at the beginning of each calendar year or a new anniversary. Salaries for the Employees shall be paid in accordance with the following amounts:

Salary Schedule for January 1, 1986 to December 31, 1988
Effective: 1/1/86 1/1/87 1/1/88

Sergeant.....	\$28,976	\$30,860	\$32,865
Detective/Corporal.....	\$27,780	\$29,586	\$31,509
Investigator/Patrolman I....	\$26,583	\$28,311	\$30,151
Patrolman II.....	\$23,246	\$24,757	\$26,366
Patrolman III.....	\$20,604	\$21,944	\$23,370

Section 3: Longevity

Longevity payments will be made as follows:
Upon completion of.....Years Service:

- Fifth through Ninth..... 3.5% of base salary
- Tenth through Fourteenth..... 5.5% of base salary
- Fifteenth through Retirement..... 7.5% of base salary

LONGEVITY EARNED DURING 1985 SHALL BE PRO-RATED FROM THE EMPLOYEE'S ANIVERSARY DATE TO 12-31-85. THIS PAYMENT shall be issued

to the Employee on the regular payday closest to each anniversary date, in one lump sum. BEGINNING 1-1-1986, ALL EARNED LONGEVITY SHALL BE INCORPORATED AS PART OF BASE PAY. THE ABOVE NEW RATES ARE ALSO EFFECTIVE 1-1-1986.

ARTICLE XVII
HEALTH AND INSURANCE BENEFITS

Section 1

The Township shall continue to maintain and provide all insurance now in effect and agree to defend and satisfy any judgement which may be rendered against any Employee for any action arising out of employment with the Township.

Section 2: Hospitalization

The Employees shall receive fully paid Blue Cross, Blue Shield with Rider "J", and Major Medical to cover the Employees and their families, the plan being the best plan available.

Section 3: Dental, Prescription and Eye Care Plans

The Township shall continue the CURRENT NJDSP Plan.

The current Prescription Plan shall be continued throughout the life of this Agreement.

The Township agrees to maintain the current Optical Plan "B" or a better plan throughout the life of this Agreement.

Section 4

The Township agrees to provide health insurance for all Employees disabled in the line of duty.

Section 5

The Township shall provide group Accidental Death and Dismemberment insurance for each Employee in the amount of one and one-half (1 1/2) times his annual salary with proof of coverage provided upon reasonable request.

Section 6

The Township shall provide Major Medical Insurance through the State of New Jersey as provided.

Section 7

The Township agrees to cover the spouse and family of an Employee killed in the performance of his duty by continuing to issue the Employee's full salary paychecks for a period of six (6) months thereafter.

SECTION 8: Long Term Disability Income Policy

The Township shall maintain the current Disability Income Benefits Policy contracted by Canada Life (or its equivalent).

The policy shall cover Employees for any serious injury or illness, duty or non-duty related, up to age 65. Coverage shall provide for a minimum of 60% of the Employee's adjusted annual income (including base salary, longevity, college, clothing and cleaning benefits) with a ninety (90) day waiting period. (See policy attached)

ARTICLE XVIII
SEVERABILITY

Should any provision be found to be contrary to the law, severing of such provision shall only occur after action by a tribunal of highest appeal. The severed provision shall then be subject to immediate renegotiation within the framework of the law.

ARTICLE XIX
RECALL TO DUTY

In the event of an officer being recalled to duty, he shall be compensated for a minimum of four (4) hours at a rate of one and one-half (1 1/2) times his base hourly salary. The same rate of compensation shall pertain to each hour or part thereof in excess of four (4) hours.

Patrol personnel shall be called in on any short shift to reach the minimum number of personnel as established by the Chief of Police. Utilization of Special or Reserve Officers shall be limited in accordance with the requirements of legal authority.

Order of Call-In:

1. Previous shift: Four (4) Hours
2. On-coming shift: Four (4) Hours
3. Off Duty: Full Shift
4. Call in order of Seniority on a rotating basis.

ARTICLE XX
PROMOTIONAL PROCEDURES

SECTION 1: Promotion on an Acting Basis

If any Employee is required to act in a higher ranking capacity for any period of time, he shall receive pay commensurate with such position in which he acts beginning with the first day.

PATROL DIVISION: IN THE ABSENCE OF BOTH THE SERGEANT AND CORPORAL, THE SENIOR-MOST RANKING OFFICER OF THE WORKING PLATOON SHALL ASSUME THE RANK OF "ACTING CORPORAL" WITH COMMENSURATE PAY.

In the absence of any ranking officer, the senior-most officer <DELETE "of the working platoon"> will assume the rank on an "acting basis" with pay commensurate with the position assumed.

SECTION 2: PROMOTIONAL PROCEDURE

PROCEDURES FOR PROMOTION TO HIGHER RANKS SHALL BE DEFINED IN RULES AND REGULATIONS IN ACCORDANCE WITH THIS AGREEMENT.

SECTION 3: TIME IN GRADE

EMPLOYEES SERVING NINE (9) YEARS IN GRADE SHALL RECEIVE RECOGNITION IN THE FORM OF 1ST CLASS DESIGNATION IN THEIR RANK WITH APPROPRIATE INSIGNIA AS DESIGNATED BY THE CHIEF OF POLICE.

ARTICLE XXI
SERVICE RECORDS

Each Employee shall be entitled to inspect his service records upon request between the hours of 9:00 AM and 4:00 PM on any workday.

The Chief of Police may deny inspection of said records if he feels the Employee has been making an unreasonable number of requests.

ARTICLE XXII
REPRESENTATION FEES

Section 1

The PBA president shall submit to the Township personnel office a list of names of Employees covered by this contract who are not currently dues-paying members. The Township, in compliance with State law and this Agreement, will deduct from non-member Employees in this bargaining unit a representation fee equal to eighty-five (85%) percent of the amount set for PBA members (this amount will be determined by the Association Treasurer and is to be paid by payroll deduction).

Section 2

It is agreed by the parties to this Agreement that The Township shall have no other obligation or liability, financial or otherwise (other than set forth herein), because of actions arising out of the understanding expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the PBA the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the PBA.

Section 3

PBA Local 318 shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice, or assignment furnished under this Article.

ARTICLE XXIII
TERM OF THE CONTRACT

Section 1

This contract shall cover the period nunc pro tunc from January 1, 1986 to Midnight, December 31, 1988.

Section 2

Negotiations for the renewal of this contract, or for the execution of a new contract, shall begin no later than August 1, 1988.

Section 3

This contract shall not be changed or altered in any way during the contract term without the written consent of both parties.

Section 4

The contract shall continue to bind the parties during any period beyond December 31, 1988, until such time as a new contract is signed between the parties.

IN WITNESS WHEREOF the parties have caused these presents to be duly executed the day and year first aforesaid.

NOTE***

All additions and deletions and alterations to the current Agreement are represented in capital letters or within parentheses or "<<>>".

FOR THE TOWNSHIP:

FOR THE P.B.A.

John Robertson

Edmund F. Giordano

JOHN ROBERTSON, MAYOR

EDMUND F. GIORDANO, DET.
PRESIDENT, PBA LOCAL #318

Louis Bezich

Francis V. Burke

LOUIS BEZICH, ADMINISTRATOR

FRANCIS V. BURKE, INV.
NEGOTIATIONS COMM. CHAIRMAN

RATIFIED BY: PBA - 12-3-1985 TOWNSHIP - 12-12-1985

Charlotte E. Cella

ATTEST: CHARLOTTE E. CELLA, CLERK

